- (d) Your claim for review must be given a full and fair review. If your claim is denied, the Administrator must provide you with written notice of this denial within 60 days after the Administrator's receipt of your written claim for review. There may be times when this 60 day period may be extended. This extension may only be made, however, where there are special circumstances which are communicated to you in writing within the 60 day period. If there is an extension, a decision shall be made as soon as possible, but not later than 120 days after receipt by the Administrator of your claim for review.
- (e) The Administrator's decision on your claim for review shall be communicated to you in writing and shall include specific references to the pertinent Plan provisions on which the decision was based.
- (f) If the Administrator's decision on review is not furnished to you within the time limitations described above, your claim shall be deemed denied on review.
- (g) If benefits are provided or administered by an insurance company, insurance service, or other similar organization which is subject to regulation under the insurance laws, the claims procedure relating to these benefits may provide for review. If so, that company, service, or organization shall be the entity to which claims are addressed. If you have any questions regarding the proper person or entity to address claims, you should ask the Administrator.

#### IX STATEMENT OF ERISA RIGHTS

## 1. Explanation of Your ERISA Rights

As a participant in this Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, also called ERISA. ERISA provides that all Plan participants shall be entitled to:

- (a) examine, without charge, all Plan documents, including:
  - (i) insurance contracts;
  - (ii) collective bargaining agreements; and
  - (iii) copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and Plan descriptions.

This examination may take place at the Administrator's office and at other specified locations such as worksites and union halls. (See the Article in this Summary entitled "GENERAL INFORMATION ABOUT YOUR PLAN");

- (b) obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Administrator may make a reasonable charge for the copies;
- (c) receive a summary of the Plan's annual financial report. The Administrator is required by law to furnish each participant with a copy of this summary annual report.
- (d) obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age and, if so, what your benefits would be at Normal Retirement Age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many years you have to work to get a right to a pension. THIS STATEMENT MUST BE REQUESTED IN WRITING AND IS NOT REQUIRED TO BE GIVEN MORE THAN ONCE A YEAR. The Plan must provide the statement free of charge.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan,

called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

If your claim for a pension benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Administrator review and reconsider your claim. (See the Article in this Summary entitled "CLAIMS BY PARTICIPANTS AND BENEFICIARIES.")

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Administrator to provide the materials and pay you up to \$100.00 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court.

If the Plan's fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees if, for example, it finds your claim is frivolous.

If you have any questions about this statement, or about your rights under ERISA, you should contact the nearest Area Office of the U.S. Labor-Management Services Administration, Department of Labor.

# AMENDMENT AND TERMINATION OF YOUR PLAN

#### 1. Amendment

Your Employer has the right to amend your Plan at any time. In no event, however, shall any amendment:

- (a) authorize or permit any part of the Plan assets to be used for purposes other than the exclusive benefit of participants or their beneficiaries;
- (b) cause any reduction in the amount credited to your account; or
- (c) cause any part of your Plan assets to revert to the Employer.

#### 2. Termination

Your Employer has the right to terminate the Plan at any time. Upon termination, all amounts credited to your accounts will become 100% vested. Your Employer may direct that either:

- (a) benefits be distributed to you in any manner permitted by the Plan as soon as practicable; or
- (b) the Trust created by the Plan be continued and benefits be distributed to you or your beneficiaries as if the Plan had not terminated. (See the Article in this Summary entitled "BENEFITS UNDER YOUR PLAN.")

A complete discontinuance of contributions by your Employer shall constitute a termination.

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# SINCLAIR BROADCAST GROUP, INC.

OFFICERS ONLY

# Long Term Disability Income Plan

Federal Communications Commission		
Docket No	3.99 Exhibit No. 40 1AB29	
Presented by Scripps Itarasa		
[Identified 9/13/94		
Disposition	Received 9/3/99	
	Rejected	
Reporter P. M.C. Nulty		
Date 9/13/94		

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# CERTIFICATE OF COVERAGE

UNUM Life Insurance Company of America (referred to as "we," "our" and "us") welcomes your employer as a client.

This is your certificate of coverage as long as you are eligible for insurance and you become and remain insured. Keep it in a safe place.

A few words about this certificate of coverage.....

We have written it in plain English. But a few terms and provisions are written as required by insurance law. You will want to read it carefully. If you have any questions about any terms and provisions, please contact the Insurance Administrator at your work location or write to our claims paying office. We will assist you in any way we can to help you understand your benefits.

Also, if the terms of your certificate of coverage and the policy differ, the policy will govern. Your coverage may be terminated or modified in whole or in part under the terms and provisions of the policy.

President

# PLAN OUTLINE

# Description of Eligible Classes

President, Vice President, Treasurer and Secretary

#### Amount of Insurance

 66 2/3% (benefit percentage) of basic monthly earnings not to exceed the maximum monthly benefit, less other income benefits.

Note: This benefit is subject to reductions for earnings as provided in the section titled "How is the benefit figured?"

- The maximum monthly benefit is \$15,000.
- The minimum monthly benefit is the greater of:
  - 1. \$100.00; or
  - 2. 10% of the monthly benefit before deductions for other income benefits.

# PRE-EXISTING CONDITION EXCLUSION FOR INCREASES IN COVERAGE

• For insured's whose amounts of insurance in excess of \$6,000 become effective on August 1, 1993.

Amounts of insurance in excess of \$6,000 will be excluded for any disability:

- 1. caused by, contributed to by, or resulting from a pre-existing condition; and
- 2. which begins within twelve months of August 1, 1993.

"Pre-existing condition" means a sickness or injury for which you received medical treatment, consultation, care or services including diagnostic measures, or had taken prescribed drugs or medicines in the three months prior to August 1, 1993.

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## Maximum Benefit Period

Age at Disability	Maximum Benefit Period
Less than age 60	To age 65 but not
• •	less than 60 months
60	60 months
61	48 months ·
62	42 months
63	36 months
64	30 months
65	24 months
66	21 months
67	18 months
68	15 months
69 and over	12 months

#### **Elimination Period:**

90 days

Minimum Requirement for Active Employment: 25 hours per week

# Definition of Basic Monthly Earnings

"Basic monthly earnings" means your monthly rate of earnings from the employer in effect just prior to the date disability begins. It includes earnings received from commissions and bonuses, but not overtime pay or other extra compensation.

Commissions and bonuses will be averaged for the lesser of:

- 1. the 12 month period of employment just prior to the date disability begins; or
- 2. the period of employment.

# Waiting Period:

- If you were in an eligible class on or before the policy effective date: None
- If you entered an eligible class after the policy effective date: 90 days

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## Contributions

The cost of your insurance is paid entirely by you.

# Changes Effective

Subject to the delayed effective date exceptions, changes in insurance take effect immediately.

# Continuation of Your Insurance During Certain Absences

Type of Absence

Time Limit Temporary Layoff or To the end of the policy Leave of Absence month following the polic month following the policy month in which the layoff or leave of absence begins.

## TERMS YOU SHOULD KNOW

Many terms used in your certificate of coverage have special meanings. A list of these terms and meanings follows:

- "Active employment" means you must be working:
  - for your employer on a permanent full-time basis and paid regular earnings;
  - 2. at least the minimum number of hours shown in the plan outline; and either
  - 3. at your employer's usual place of business: or
  - 4. at a location to which your employer's business requires you to travel.
- "Basic monthly earnings" as defined in the plan outline.
- "Disability" or "disabled" see the end of these terms.
- "Disability benefits," when used with the term retirement plan, means money which:
  - 1. is payable under a retirement plan due to disability as defined in that plan; and
  - 2. does not reduce the amount of money which would have been paid as retirement benefits at the normal retirement age under the plan if the disability had not occurred. (If the payment does cause such a reduction, it will be deemed a retirement benefit as explained in this certificate of coverage.)
- "Eligibility date" means the date you become eligible for insurance after completing the waiting period shown in the plan outline.

"Elimination period" means a period of consecutive days of disability for which no benefit is payable. The elimination period is shown in the plan outline and begins on the first day of disability.

Note: If disability stops during the elimination period for any 30 (or less) days, then the disability will be treated as continuous. But days that you are not disabled will not count toward the elimination period.

- "Employer" means the policyholder and includes any division, any subsidiary or any affiliated company named in the policy.
- "Evidence of insurability" means a statement or proof of your medical history upon which we will determine your acceptance for insurance.
- "Gross monthly benefit" means your benefit amount before any reduction for other income benefits and earnings.
- "Home office" means the UNUM Life Insurance Company of America, 2211 Congress Street, Portland, Maine 04122.
- "Indexed pre-disability earnings" means your basic monthly earnings in effect just prior to the date your disability began adjusted by 7% on each anniversary of benefit payments.
- "Injury" means bodily injury resulting directly from an accident and independently of all other causes. The injury must occur and disability must begin while you are insured under the policy.
- "Monthly benefit" means the amount we will pay you when you are disabled.
- "Physician" means a person who is:
  - operating within the scope of his license; and either
  - 2. licensed to practice medicine and prescribe and administer drugs or to perform surgery; or LC-DEF-2 6

3. legally qualified as a medical practitioner and required to be recognized, under the policy for insurance purposes, according to the insurance statutes or the insurance regulations of the governing jurisdiction.

It will not include you or your spouse, daughter, son, father, mother, sister or brother.

- "Retirement benefits," when used with the term retirement plan, means money which:
  - 1. is payable under a retirement plan either in a lump sum or in the form of periodic payments;
  - 2. does not represent contributions made by you (payments which represent your contributions are deemed to be received over your expected remaining life regardless of when such payments are actually received); and
  - 3. is payable upon:
    - a. early or normal retirement; or
    - b. disability if the payment does reduce the amount of money which would have been paid at the normal retirement age under the plan if the disability had not occurred.
- "Retirement plan" means a plan which provides your retirement benefits and which is not funded wholly by your contributions. The term shall not include a profit-sharing plan, a thrift plan, an individual retirement account (IRA), a tax sheltered annuity (TSA), a stock ownership plan, or a non-qualified plan of deferred compensation.
- "Sickness" means illness or disease. It includes pregnancy unless excluded in the General Exclusion section of this certificate of coverage. Disability must begin while you are insured under the policy.
- "Waiting period," as shown in the plan outline, means the continuous length of time you must serve in an eligible class to reach your eligibility date.
- "You" and "your" means you, the employee.

- "Disability" and "disabled" mean that because of injury or sickness:
  - 1. you cannot perform each of the material duties of your regular occupation; or
  - 2. you, while unable to perform all of the material duties of your regular occupation on a full-time basis, are:
    - a. performing at least one of the material duties of your regular occupation or another occupation on a part-time or full-time basis; and
    - b. earning currently at least 20% less per month than your indexed pre-disability earnings due to that same sickness or injury.

# ENROLLMENT AND DATE INSURANCE STARTS

# When can you enroll? You can enroll if you are:

- 1. in active employment with your employer; and
- 2. in a class eligible for insurance.

# When does insurance start? Insurance will start:

- 1. at 12:01 a.m. standard time at the place where the policy is delivered.
- on the day determined as follows, but only if you enroll for insurance with us through your employer on a form satisfactory to us.

If you do contribute toward the plan's cost, your insurance will start on the latest of these dates:

- 1. your eligibility date. But you must enroll on or before this date.
- 2. the date you enroll if you do so within 31 days after your eligibility date.
- 3. the date we give approval, if you:
  - a. apply more than 31 days after your eligibility date; or
  - b. terminated your insurance while still eligible.

In the case of a. and b. above, you must submit, at your expense, an application and evidence of insurability to us for approval.

But no initial, increased or additional insurance will apply to you if you are not in active employment on the effective date of such insurance because of a disability. Such insurance will start for you on the day you return to active employment.

### DISABILITY

When do disability benefits become payable?
We will pay you a monthly benefit after the end of the elimination period when we receive proof that you:

- 1. are disabled due to sickness or injury; and
- 2. require the regular attendance of a physician.

# What conditions must be met for benefit payments to continue?

We will pay you as long as you remain disabled and require the regular attendance of a physician. But we will not pay any longer than the maximum benefit period shown in the plan outline.

Also, you must give us proof of these facts, at your own expense, when we ask for it.

## How is the benefit figured?

To figure the amount of your monthly benefit:

- 1. Take the lesser of:
  - a. 66 2/3% of your basic monthly earnings; or
  - b. the amount of the maximum benefit shown in the plan outline; and
- 2. Deduct other income benefits from this amount.

But, if you are earning more than 20% of your indexed pre-disability earnings in your regular occupation or another occupation, then the monthly benefit will be figured as follows:

- 1. During the first 12 months, the monthly benefit will not be reduced by any earnings until the gross monthly benefit plus your earnings exceed 100% of your indexed pre-disability earnings. The monthly benefit will then be reduced by that excess amount.
- 2. After 12 months, the following formula will be used to figure the monthly benefit.

(A divided by B) x C

A = Your "indexed pre-disability earnings" minus your monthly earnings received while you are disabled.

B = Your "indexed pre-disability earnings".

C = The benefit as figured above, but not including adjustments under the Cost of Living Adjustment provision.

The benefit payable will never be less than the minimum monthly benefit shown in the plan outline.

What are "other income benefits"?
Other income benefits means those benefits as follows:

- 1. The amount for which you are eligible under:
  - a. Workers' or Workmen's Compensation Law;
  - b. occupational disease law; or
  - c. any other act or law of like intent.
- 2. The amount of any disability income benefits for which you are eligible under any compulsory benefit act or law, not including Automobile Reparation ("No-Fault") insurance.
- 3. The amount of any disability income benefits for which you are eligible under:
  - a. any other group insurance plan;
  - b. any governmental retirement system as a result of your job with your employer.

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- 4. The amount of disability benefits and/or retirement benefits you receive under your employer's retirement plan.
- 5. The amount of disability or retirement benefits under the United States Social Security Act, The Canada Pension Plan, or the Quebec Pension Plan, or any similar plan or act, as follows:
  - a. disability benefits for which:
    - i. you are eligible; and
    - ii. your spouse, child or children are eligible because of your disability; or
  - b. retirement benefits received by:
    - i. you; and
    - ii. your spouse, child or children because of your receipt of the retirement benefits.

These other income benefits, except retirement benefits, must be payable as a result of the same disability for which we pay a benefit.

Item 5 b will not apply to disabilities which begin after age 70 if you are already receiving Social Security retirement benefits while continuing to work beyond age 70.

Benefits under item 5.a above will be estimated if such benefits:

- 1. have not been awarded; and
- 2. have not been denied; or
- 3. have been denied and the denial is being appealed.

The monthly benefit will be reduced by the estimated amount. But, these benefits will not be estimated provided that you:

- 1. apply for benefits under item 5.a; and
- 2. request and sign our Agreement Concerning Benefits.

This agreement states that you promise to repay us any overpayment caused by an award received under item LC-BEN-3

- 5.a. If benefits have been estimated, the monthly benefit will be adjusted when we receive proof:
- 1. of the amount awarded; or
- 2. that benefits have been denied and the denial is not being appealed.

In the case of 2. directly above, a lump sum refund of the estimated amounts will be made.

"Law", "plan", or "act" means the initial enactment and all amendments.

# What happens if you receive increases in these other income benefits?

After the first deduction for each of the other income benefits, we will not further reduce your monthly benefit due to any increases payable under these other income benefits.

What if you receive a lump sum payment?

We will prorate other income benefits which are paid in a lump sum on a monthly basis over the time period for which the sum is given. If no time period is stated, the sum will be prorated on a monthly basis over your expected lifetime as determined by us.

### When do these benefits cease?

Disability benefits will cease on the earliest of:

- 1. the date you are no longer disabled;
- 2. the date you die;
- the end of the maximum benefit period;
- the date your current earnings exceed 80% of your indexed pre-disability earnings.

# Must premium payments be made when you are receiving benefits?

No, we will waive premium payments during any period for which benefits are payable.

## RECURRENT DISABILITY

What happens if you try to return to work and become disabled again?

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"Recurrent Disability" is a disability which is related to a prior disability for which you received a monthly benefit.

We will treat a recurrent disability as part of the prior disability if, after receiving disability benefits, you:

- return to your regular occupation on a full-time basis for less than six months: and
- perform all the material duties of your occupation.

Benefit payments will be subject to the terms of this plan for the prior disability.

If you return to your regular occupation on a full-time basis for six months or more, a recurrent disability will be treated as a new period of disability. You must complete another elimination period.

In order to prevent overinsurance because of duplication of benefits, benefits payable under this Recurrent Disability provision will cease if benefits are payable to you under a policy with an employer other than the policyholder or a policy with the policyholder which became effective after your disability began.

#### SURVIVOR BENEFIT

What happens to your benefit if you die?
We will pay a benefit to your eligible survivor when we receive proof that you died:

- 1. after disability had continued for 180 or more consecutive days; and
- 2. while receiving a monthly benefit.

The benefit will be an amount equal to three times your gross monthly benefit.

If payment becomes due to your children, payment will be made to:

- 1. your children; or
- 2. a person named by us to receive payments on your children's behalf. This payment will be valid and effective against all claims by others representing or claiming to represent your children.

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"Eligible survivor" means your spouse, if living, otherwise your children under age 25. But, if there are no eligible survivors, payment will be made to your estate.

### **GENERAL EXCLUSIONS**

What disabilities aren't covered?
We will not cover any disability due to:

- 1. war, declared or undeclared, or any act of war;
- 2. intentionally self-inflicted injuries;
- 3. active participation in a riot.

### PRE-EXISTING CONDITION EXCLUSION

Are there any other disabilities not covered? Yes, we will not cover any disability:

- caused by, contributed to by, or resulting from a pre-existing condition; and
- 2. which begins in the first 12 months after your effective date.

"Pre-existing condition" means a sickness or injury for which you received medical treatment, consultation, care or services including diagnostic measures, or had taken prescribed drugs or medicines in the three months prior to your effective date.

#### MENTAL ILLNESS LIMITATION

Are benefits limited for mental illness?

Benefits for disability due to mental illness will not exceed 24 months of monthly benefit payments unless you meet one of these situations.

 You are in a hospital or institution at the end of the 24-month period. We will pay the monthly benefit during the confinement.

If you are still disabled when discharged, we will pay the monthly benefit for a recovery period of up to 90 days.

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If you become reconfined during the recovery period for at least 14 days in a row, we will pay benefits during the confinement and another recovery period up to 90 more days.

- 2. You continue to be disabled and become confined:
  - a. after the 24-month period; and
  - b. for at least 14 days in a row.

We will pay the monthly benefit during the confinement.

We will not pay the monthly benefit beyond the maximum benefit period.

"Hospital" or "institution" means facilities licensed to provide care and treatment for the condition causing your disability.

"Mental illness" means mental, nervous or emotional diseases or disorders of any type.

## COST OF LIVING ADJUSTMENT

What are the eligibility requirements for cost of living adjustments?

You will be eligible for cost of living adjustments on the first anniversary of benefit payments and each following anniversary. Adjustments may be made as long as you are receiving benefits.

By what amount is your benefit adjusted?
Your net monthly benefit will be increased by 3%.

Each adjustment will be added to your net monthly benefit and will be paid monthly.

Are the increases subject to the maximum monthly benefit?

No, cost of living adjustment increases are not subject to the maximum monthly benefit.

What is the net monthly benefit?

The net monthly benefit means the amount determined by reducing your amount of insurance by other income benefits and any reductions for earnings. The net monthly benefit will be determined each month. For the purpose of calculating adjustments, the net monthly benefit will include any prior years' cost of living adjustments.

# CONTINUITY OF COVERAGE UPON TRANSFER OF INSURANCE CARRIERS

Are you covered if you are not in active employment due to injury or sickness?

We will cover you, subject to premium payments, if you:

- were insured with the prior carrier at the time of transfer; and
- 2. are not in active employment due to injury or sickness.

The benefit payable will be that which would have been paid by the prior carrier had coverage remained in force, less any benefit for which the prior carrier is liable.

Will a disability due to a pre-existing condition be covered?

Benefits may be payable for a disability due to a preexisting condition if you:

- 1. were insured by the prior carrier at the time of transfer; and
- 2. were in active employment and insured under this plan on its effective date.

We will pay you the benefits under this plan if you satisfy the pre-existing condition exclusion under:

- 1. this plan; or
- 2. the prior carrier's policy, considering continuous time insured under both policies.

No benefit will be paid if you cannot satisfy the preexisting condition exclusion of 1. or 2. directly above.